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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/588,268	08/03/2006	Akio Higashi	2006_1188A	5707

52349 7590 12/09/2008

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EXAMINER	
RAVETTI, DANTE	
ART UNIT	PAPER NUMBER
3685	

MAIL DATE	DELIVERY MODE
12/09/2008	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/588,268	HIGASHI ET AL.	
	Examiner	Art Unit	
	DANTE RAVETTI	3685	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *11 August 2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-32* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-32* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *03 August 2006* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☒ All b)☐ Some * c)☐ None of:

1.☒ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Acknowledgements

1. This communication is in response to the amended application No. 10/588,268 filed on October 11, 2008.

2. Claims 1-32 are currently pending and have been fully examined.

3. For the purpose of applying the prior art, PreGrant Publications will be referred to using a four digit number within square brackets, e.g. [0001].

Examiner's Remarks/Comments

4. It has been noticed that Applicant has amended his application to replace initial conditional language (e.g. **can**) and replaced it with new conditional language (e.g. **is allowed to**). This transformation of conditional language, from one form to another, does not assist in placing the claim(s) in a condition for allowance. Language that suggests or makes optional, but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of the claim or claim limitation.[1] The appropriate correction is required.

Response to Argument's/Amendments

5. Applicant's arguments with respect to amended claim(s) have been considered, but are moot in view of the new ground(s) of rejection.

[1] MPEP §2106 II C

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. §103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

7. Claims 1, 8-12, 20, 25, 27, 29-30 and 32 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kawamura, (US 2005/0146966) ("*Kaw*").

As to claims 1, 20, 25, 27, 29-30 and 32:

Kaw expressly teaches:

> a license importing unit operable to import the license transmitted from the transmission device (See at least Abstract, [0011]-[0016], [0101], [0106], Figure 6, 7, 9, 12, 13, 15);
>
> a log recording unit operable to store a license import log including the license ID (See at least Abstract, [0015], [0019], [0023], [0025]-[0027], [0089], [0092]-[0093], [0095], [0101], [0106]); and
>
> a license import controlling unit operable to prohibit importing of the license to be performed by said license importing unit, in the case where the license import log includes a license ID that is the same as the license ID of the license to be imported by said license importing unit (See at least Abstract, [0011]-[0016], Figure 6, 7, 9, 12, 13, 15);

Kaw does not expressly teach:

> the license import period, at least until the license import period expires; and
>
> However, the use of a license import period is often a condition for a license

which employs the use of an expiration period. The use of an import period until the import period expires is an old and well known practice in the art.

As to claim 8:

Kaw expressly teaches:

> wherein, in the case where the license is imported by said license importing unit, a license import log is recorded further in said log recording unit, the license import log including a license ID and a validity period of the imported license (See at least [0135]).

As to claim 9:

Kaw expressly teaches:

> further comprising a license import period generating unit operable to generate the license import period of the license import log in the case where the license import period is not set in the license, wherein said log recording unit is operable to hot, store a license import log including the license ID and the generated license import period (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

As to claim 10:

Kaw expressly teaches:

> wherein a license import condition is further assigned to the license, and said license import controlling unit is operable to control importing of the license based on the license import condition (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

As to claim 11:

Kaw expressly teaches:

> further comprising a message presenting unit operable to present, in the case where the license is not imported by said license import controlling unit, at least one of an indication that the license cannot be imported, and a reason why the license cannot be imported (see at least at page 1, par. [0090], [0093]; page 6, par. [0102], [0107]);

As to claim 12:

Kaw expressly teaches:

> wherein the license import period is one of a validity period of the license and a period that is set separately from the validity period of the license (See at least [0083]-[0085]).

8. Claims 2-5, 21, 22, 24 and 26 are rejected under 35 U.S.C. §103(a) as being unpatentable over *Kaw* and in view of Corbin, (US 5,138,712) ("*Corbin*").

As to claim 2:

Kaw teaches substantially as claimed:

> a license decrypting unit operable to decrypt an encrypted license once before the encrypted license is imported by said license importing unit, and to generate a decrypted license (See at least [0095], [0110], [0175], Figure 8);

Kaw does not expressly teach:

> a re-encrypting unit operable to re-encrypt the decrypted license using an encryption key that is different from an encryption key used for encrypting the encrypted license, and to generate a re-encrypted license; and
>
> a storing unit operable to store at least the re-encrypted license.

However, *Corbin* expressly teaches:

> a re-encrypting unit operable to re-encrypt the decrypted license using an encryption key that is different from an encryption key used for encrypting the encrypted license, and to generate a re-encrypted license (See at least col. 6, lines 56-67), (col. 8, lines 50-67), (col. 9, lines 10-52)); and
>
> a storing unit operable to store at least the re-encrypted license (See at least col. 1, lines 65-69), (col. 2 lines 1-2, 40-50), (col. 5, lines 15-25)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Corbin* because re-encrypting licenses aids in preventing the distribution of un-authorized licenses.

As to claim 3:

Kaw discloses as discussed above, however, *Kaw* does not expressly teach:

> wherein an encryption transformation period is further assigned to the license, the encryption transformation period being a period during which a re-encryption is allowed to be performed by said re-encrypting unit (See at least claims 3, 7), and
>
> said re-encrypting unit is operable to generate the re-encrypted license by re-encrypting license within the encryption transformation period, and to store the re-encrypted license in said storing unit.

However, *Corbin* expressly teaches:

> wherein an encryption transformation period is further assigned to the license, the encryption transformation period being a period during which a re-encryption is allowed to be performed by said re-encrypting unit (See at least Claims 3 and 17); and
>
> said re-encrypting unit is operable to generate the re-encrypted license by re-encrypting license within the encryption transformation period (See at least (col. 6, lines 56-67), (col. 8, lines 51-67), (col. 9, lines 10-52)); and
>
> to store the re-encrypted license in said storing unit (See at least col. 1, lines 65-69), (col. 2 lines 1-2, 40-50), (col. 5, lines 15-25)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Corbin* because re-encrypting licenses aids in preventing the distribution of un-authorized licenses.

As to claim 4:

Kaw expressly teaches:

> wherein said reception device is made up of a terminal apparatus which reproduces the content and a security module which is operated in conjunction with said terminal apparatus (See at least Abstract, [0056], [0062], [0083], Figure 2-3);
>
> said storing unit is included in said terminal apparatus (See at least [0070], [0075]-[0077], [0087], [0089], Figure 2-3);

at least one of said license importing unit, said log recording unit, said license import controlling unit (See at least Figure 3, 6-7, 12, 14); and

Kaw does not expressly teach:

said re-encrypting unit is included in said security module;

the encryption key used by said re-encrypting unit is a stored encryption key that is unique to one of said security module and said terminal apparatus.

However, *Corbin* expressly teaches:

said re-encrypting unit is included in said security module (See at least (col. 1, lines 65-69), (col. 2, lines 40-50), (col. 5, lines 15-26), (col. 9, lines 20-35)); and

the encryption key used by said re-encrypting unit is a stored encryption key that is unique to one of said security module and said terminal apparatus (See at least col. 2, lines 7-30), (col. 10, lines 16-36)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Corbin* because employing the use of unique encryption keys aids in preventing un-authorized use.

As to claim 5:

Kaw discloses as discussed above; however, *Kaw* does not expressly teach:

further comprising a re-encrypted license decrypting unit operable to judge whether or not the license has been re-encrypted, and

to decrypt the re-encrypted license in the case of judging that the license has been re-encrypted.

However *Corbin* expressly teaches:

further comprising a re-encrypted license decrypting unit operable to judge whether or not the license has been re-encrypted (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 29-36), (Col. 9, lines 45-52), Claim3); and

> to decrypt the re-encrypted license in the case of judging that the license has been re-encrypted (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 29-36), (Col. 9, lines 45-52), Claim3);.

Applicant's specification recites:

> Next, the ECM re-encrypting unit 3201 judges whether or not a license can be re-encrypted using a result of the encryption transformation permission judgment in step S3501 (step S3502). In the case where the encryption transformation is permitted [0360].

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Corbin* because re-encrypting a license is used to ensure the license is securely maintained.

As to claim 21:

See the discussion of Claim 2;

As to claim 22:

See the discussion of Claim 2 and 3;

As to claim 24:

See the discussion of claim 5

As to claim 26:

See the discussion of Claim 2 and 3;

9. Claims 6-7 and 23 are rejected under 35 U.S.C. §103(a) as being unpatentable over *Kaw* and in view of Ginter et al., (US 7,124,302) ("*Ginter*").

As to claim 6:

Kaw discloses as discussed above; however, *Kaw* does not expressly teach:

> further comprising a contract judging unit operable to judge whether or not a contract regarding the license to be obtained by said license importing unit has been made, wherein said license importing unit is operable to judge whether or not the license import period is valid in the case where said contract judging unit

judges that the contract has been made, and to permit importing of the license when judging that the license import period is valid.

However, *Ginter* expressly teaches:

further comprising a contract judging unit operable to judge whether or not a contract regarding the license to be obtained by said license importing unit has been made (See at least (Col. 5, lines 35-53), (Col. 6, lines 50-55), (Col. 7, lines 5-15), (Col. 9, lines 50-60), (Col. 14, lines 55-67);

wherein said license importing unit is operable to judge whether or not the license import period is valid in the case where said contract judging unit judges that the contract has been made, and to permit importing of the license when judging that the license import period is valid (see at least at col. 47, lines 30-40; col. 47, lines 25-35; col. 154, lines 43-55).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Ginter* because contracts or agreements are used with the distribution of licenses.

As to claim 23:

See the discussion of claim 6

As to claim 7:

Kaw teaches substantially as claimed:

wherein said reception device is made up of a terminal apparatus which reproduces the content (See at least [0087], [0090], [0091], [0094] and [0116]);

Kaw does not expressly teach:

and a security module which is operated in conjunction with said terminal apparatus, said contract judging unit is included in said security module;

However, *Ginter* expressly teaches:

and a security module which is operated in conjunction with said terminal apparatus, said contract judging unit is included in said security module (see at least at col. 5 lines 35-53; col. 6, lines 50-55; col. 7, lines 5-15; col. 9, lines 50-60; col. 14, lines 55-67);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Ginter* because control judging units are used to ensure proper distribution and use of content.

10. Claims 13-19, 25, 28 and 31 are rejected under 35 U.S.C. §103(a) as being unpatentable over *Kaw* and in view of Block et al., (US 2003/0220883) ("*Block*").

As to claim 13:

Kaw discloses as discussed above; however, *Kaw* does not expressly teach:

> wherein a package ID that is an identification number of a package, an in-package license ID that is an identification number included in the package,
>
> and a validity period of the license are further assigned to the license,
>
> the package being a unit off-for purchasing the content,
>
> said log managing unit is operable to record, at a first importing of the license in the package, a license import log including the package ID, the in-package license ID, the validity period, and an imported license ID that has been already imported, said log managing unit is operable to update and record, at a second and subsequent importing of the license in the package, only the imported license ID of the license import log, and said license import controlling unit is operable to control importing of the license performed by said license importing unit, in the case where the license import log includes a pair that is the same as a pair of the package ID and the in-package license ID.

However, *Block* expressly teaches:

> wherein a package ID that is an identification number of a package, an in-package license ID that is an identification number included in the package (See at least [0016]-[0018]);
>
> and a validity period of the license are further assigned to the license (See at least [0004], [0014], [0016]);
>
> the package being a unit off-for purchasing the content (See at least [0004], [0005], [0007]);

said license import controlling unit is operable to control importing of the license performed by said license importing unit, in the case where the license import log includes a pair that is the same as a pair of the package ID and the in-package license ID (See at least [0020], [0081], Claim 20).

Block does not expressly teach:

said log managing unit is operable to record, at a first importing of the license in the package, a license import log including the package ID, the in-package license ID, the validity period, and an imported license ID that has been already imported, said log managing unit is operable to update and record, at a second and subsequent importing of the license in the package, only the imported license ID of the license import log;

However, *Block* does teach ("each manifest file indicating at least one corresponding document file of the plurality of document files and comprising a unique package ID designating a corresponding software package... determining a corresponding manifest file from the plurality of manifest files on the basis of the extracted unique package ID;") Therefore, a predicable result of *Block* would have been to employ the use of a manifest as a log, to keep track of items.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Block* because when distributing a software, in a package form, certain package information and procedures are necessary to use to assist in the distribution.

As to claim 14:

Kaw teaches substantially as claimed:

a license generating unit operable to generate the license (See at least [0005], [0054]);

a license ID assigning unit operable to assign the license with a license ID that is an identification number (See at least [0119], [0131]-[0134]);

> a transmitting unit operable to transmit, to the reception device, the license to which at least the license ID and the license import period are assigned (See at least [0170], [0194], [0221]);

Kaw does not expressly teach:

> a license import period assigning unit operable to control an import period of the license by assigning the license with a license import period that is a period during which at least the license is allowed to be imported to the reception device and made available for use;

However, *Block* expressly teaches:

> a license import period assigning unit operable to control an import period of the license by assigning the license with a license import period that is a period during which at least the license is allowed to be imported to the reception device and made available for use (See at least [0006]);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify *Kaw* to include the features of *Block* because employing the use of an import period assist to ensure that license do not become stale.

As to claims 15:

The combination of *Kaw/Block* discloses as discussed above; however, the combination of *Kaw/Block* does not expressly teach:

> wherein the reception device comprises a re-encrypting unit operable to generate a re-encrypted license by re-encrypting a decrypted license using an encryption key that is different from an encryption key used for encrypting the license,
>
> said transmission device further comprises an encryption transformation period assigning unit operable to assign the license with an encryption transformation period that is a period during which re-encrypting of the license is allowed to performed by the re-encrypting unit,
>
> wherein said transmitting unit is operable to transmit, to the reception device, the license to which at least the license ID and the encryption transformation period are assigned.

However *Corbin* expressly teaches:

> wherein the reception device comprises a re-encrypting unit operable to generate a re-encrypted license by re-encrypting a decrypted license using an encryption key that is different from an encryption key used for encrypting the license (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 10-52));
>
> said transmission device further comprises an encryption transformation period assigning unit operable to assign the license with an encryption transformation period that is a period during which re-encrypting of the license is allowed to performed by the re-encrypting unit (See at least (Col. 7, lines 56-67), (Col. 9, lines 10-35), (Col. 10, Table), Claim 3, 17);
>
> wherein said transmitting unit is operable to transmit, to the reception device, the license to which at least the license ID and the encryption transformation period are assigned (See at least (Col. 7, lines 56-67), (Col. 9, lines 10-35), (Col. 10, Table), Claim 3, 17).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of *Kaw/Block* to include the features of *Corbin* because re-encrypting a license is used to ensure security of the license and prevent un-authorized use.

As to claim 16:

Kaw expressly teaches:

> further comprising a license import period assignment determining unit operable to determine whether or not to assign the license import period to the license (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

As to claim 17:

Kaw expressly teaches:

> further comprising a license import condition assigning unit operable to assign a license import condition to the license(see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

As to claim 18:

The combination of *Kaw*/*Block* discloses as discussed above; however the combination of *Kaw*/*Block* does not expressly teach:

> further comprising a license encrypting unit operable to generate an encrypted license by encrypting the license.

However *Corbin* expressly teaches:

> further comprising a license encrypting unit operable to generate an encrypted license by encrypting the license (See at least Abstract, (Col. 2, lines 35-60), (Col. 5, lines 60-67), (Col. 6, lines 56-67)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of *Kaw/Block* to include the features of *Corbin* because re-encrypting a license is used to ensure security of the license and prevent un-authorized use.

As to claim 19:

Kaw expressly teaches:

> wherein the license import period is one of a validity period of the license and a period that is set separately from the validity period of the license (See at least [0083]-[0085]).

As to claims 28 and 31:

See the discussion of claim 14

11. **Examiner's Note**: The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the applicant. Although the specified citations are representatives of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire

reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

Conclusion

12. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL.** See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

> - Kranz et al., (US 2005/0091216); [0059] FIG. 4a shows examples of some of the data that may be included in a license 130. The license 130 includes an expiration date 402 for the license. The expiration date may indicate when the license becomes invalid. This enables the licensor to revoke the license after a certain period of time. If the license is an evaluation license, a grace period may be indicated. For example, a sixty-day time limit can begin the day the license is created.

Any inquiry concerning this communication or earlier communication from the examiner should be directed to Mr. Dante Ravetti whose telephone number is

(571) 270-3609. The examiner can normally be reached on Monday – Thursday 9:00am-5:00pm.

If attempts to reach examiner by telephone are unsuccessful, the examiner's supervisor, Mr. Calvin Hewitt may be reached at (571) 272-6709. The fax phone number for the organization where this application or proceeding is assigned is (571) 270-4609.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system see http://pair-direct.uspto.gov. Should you have questions on access to the private PAIR system, please contact the Electronic Business Center (EBC) at 1-(866) 217-9197. If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 1-(800) 786-9199 (IN USA or CANADA) or 1-(571) 272-1000.

/Dante Ravetti/
Examiner, Art Unit 3685
Monday, December 01, 2008

/Calvin L Hewitt II/
Supervisory Patent Examiner, Art Unit 3685